

15004
REGISTRATION NO. 10. Filed 1023
JUL 28 1986 -2 10 PM
INTERSTATE COMMERCE COMMISSION

July 23, 1986

Date 7/28/86
Fee \$ 10.00
ICC Washington, D. C.

Harvard
Bank

Interstate Commerce Commission
12th Street and Constitution Ave., NW
Washington, DC 20423

Attention: Mildred Lee
Room 2303

Dear Ms. Lee:

Enclosed, you will find a notarized copy of the UCC-1 statement and security agreement covering two tank cars along with a check for \$10.00 to cover the fee for filing.

The debtor is: Peter M. Walter
1319 East 35 Street
Tulsa, OK 74105

Collateral: Two Tank Cars
MTCX 9003 and MTCX 9016
DOT Class 112N340-W
34,000 gallons capacity

Please return our original UCC and notification of our filed lien.

Thank you very much.

Sincerely,



Toni Glisson
Executive Secretary

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

7/28/86

OFFICE OF THE SECRETARY

Toni Glisson
Executive Secretary
Harvard Bank
4815 South Harvard
Tulsa, Okla. 74133

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/28/86 at 2:10pm, and assigned re-
recording number(s). 15004

Sincerely yours,

Noreta R. McGee

Enclosure(s)

SE-30
(7/79)

SECURITY AGREEMENT

DATE OF AGREEMENT
July 22, 1986

DEBTOR'S NAME AND ADDRESS

Walter, Peter M.
1319 East 35 Street
Tulsa, OK 74105

BANK NAME AND ADDRESS

Harvard Bank
4815 South Harvard
Tulsa, OK 74135

15004
FILED 1425

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As of the Date indicated above, the undersigned Debtor and the undersigned Bank, with addresses as they appear herein, are parties to this SECURITY AGREEMENT.

- I. Grant of a Security Interest. For value received, Debtor hereby grants to Bank a security interest in the property described in Paragraph II, which property is hereinafter referred to as "Collateral". This security interest is given to secure the obligations of Debtor to Bank, as more fully set forth in Paragraphs VI and VII hereof.
- II. Collateral. The Collateral shall include the property described below, all additions, accessions and substitutions thereto and therefrom, and all accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith. The Collateral shall also include all similar property hereafter acquired other than consumer goods acquired more than ten days after the date of this Agreement. The Collateral shall in addition include the proceeds and products of the Collateral and all money and property owned by Debtor which is now or which hereafter may be possessed or controlled by Bank, whether by pledge, deposit or otherwise.

DESCRIPTION OF COLLATERAL

Two Tank Cars
MTCX 9003 and
MTCX 9016
DOT Class 112N340-W
34,000 gallons capacity

"I, the undersigned notary public, hereby certify that this is a true and exact copy of the original document."

Janis L. Gibson

My commission expires 3-19-89

- III. Use and Ownership of Collateral. Debtor warrants that the Collateral is to be used primarily for one or more of the following purposes only:

☐ Personal, family or household purposes, ☐ Farming operations, or ☒ Business other than farming operations.

Debtor warrants that the Collateral is:

☒ Now owned solely by Debtor, or ☐ Being acquired solely by Debtor with the proceeds of loans secured by this Agreement.

- IV. Address of Debtor. Debtor warrants that the address shown above is Debtor's residence, or if Debtor is a corporation or a partnership, that the above address is its principal place of business. Debtor agrees to notify Bank promptly of any change in address.

- V. Location of Collateral. Debtor warrants that the location of the Collateral will not be changed except with the written prior consent of Bank, and that the Collateral is or promptly will be located as follows:

☒ At Debtor's address as shown above, or ☐ At the following address: _____

If Collateral includes a vehicle (or vehicles) covered by a certificate of title registration, Debtor warrants that the location of the Collateral indicated above is the place where the Collateral normally will be garaged, hangared, moored, or otherwise kept between uses. Debtor warrants said vehicle (or vehicles) is now or promptly will be registered and licensed as follows:

State of Oklahoma

If the Collateral includes "mobile equipment" not covered by a certificate of title registration (examples being some motor vehicles, trailers, airplanes, shipping containers, road building and construction machinery, commercial harvesters, oil rigs and such other mobile goods which are capable of being used in more than one jurisdiction whether or not Debtor intends to so use), Debtor warrants that the location of such Collateral as set forth above is the place where it will be normally stored when not in use.

If the Collateral is to become a fixture, Debtor warrants that it has not yet been affixed to any real property, and when it is, it will be affixed to real property having the following legal description: _____

- VI. Obligations of Debtor Secured by this Agreement. The security interest herein granted is given to secure all of the obligations of Debtor to Bank including: A. The performance of all of the agreements, covenants and warranties of Debtor as set forth in this or any other agreement between the parties; B. All liabilities of Debtor to Bank of every kind and description including: (1) all future advances, (2) both direct and indirect liabilities, (3) liabilities due or to become due and whether absolute or contingent, and (4) liabilities now existing or hereafter arising and however evidenced; C. All extensions and renewals of liabilities for any term or terms; D. All interest due or to become due on the liabilities of Debtor to Bank; E. All expenditures by Bank for taxes and insurance on, repairs to and maintenance of Collateral; F. All expenditures by Bank involving the performance of or enforcement of any agreement, covenant or warranty provided for by this or any other agreement between the parties; and G. All costs, attorney's fees, and other expenditures of Bank in the collection and enforcement of any obligation or liability of Debtor to Bank and in the collection and enforcement of or realization upon any of the Collateral.

- VII. Future Advances. It is specifically agreed that the obligations of Debtor secured by this Agreement include all future advances by Bank to Debtor as set forth in Paragraph VI above.

- VIII. Additional Provisions. This Agreement is subject to Additional Provisions set forth on the reverse side hereof, the same being incorporated herein by reference.

BANK SIGNATURE

HARVARD BANK

BANK NAME

James W. Howard, Executive

DEBTOR SIGNATURE

X

Name

Peter M. Walter

Name

CORPORATION OR PARTNERSHIP NAME

INSTRUCTIONS

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1. PLEASE TYPE this form.
 - a. If space provided for any item is not adequate, the items should be continued on additional sheets—preferably 5" x 8" or 8" x 10". The Filing Officer needs only one copy of such additional sheets with Form UCC-1.
 - b. If collateral is crops, or goods which are to become fixtures, describe the real estate and give name of record owner.
 - c. If a copy of a security agreement is used as a financing statement, enclose a completed—but unsigned—set of Form UCC-1, without extra fee.
2. After Debtors and Secured Party sign UCC-1, detach last 2 copies, leaving first 3 copies intact with carbon.
3. Fold along perforation, and mail the first 3 copies and filing fee to UCC Filing Officer.
4. Filing Officer will return copy 3 (Acknowledgment) after filing. When the security interest is terminated, this copy should be dated, signed, and mailed to the Filing Officer.

DEBTOR NAMES AND ADDRESSES (Last Name First)	SECURED PARTIES AND ADDRESSES	FOR FILING OFFICER
Walter, Peter M. 1319 East 35 Street Tulsa, OK 74105	Harvard Bank 4815 South Harvard Tulsa, OK 74135	<div style="font-size: 1.5em; font-weight: bold;">15004</div> <div style="font-size: 0.8em;">FILE NO.</div> <div style="font-size: 1.2em; font-weight: bold; margin-top: 10px;">JUL 28 1986 -2 10 PM</div> <div style="font-weight: bold; margin-top: 5px;">INTERSTATE COMMERCE COMMISSION</div>
This Financing Statement covers the following property. Proceeds and products are also covered. Two Tank Cars MTCX 9003 and MTCX 9016 DOT Class 112N340-W 34,000 gallons capacity		ASSIGNEE OF SECURED PARTY AND ADDRESS
File with the County Clerk, <u>Oklahoma</u> County, State of <u>Oklahoma</u> .		
This Financing Statement is filed without the Debtors' signature because: (Check appropriate box, if applicable)		
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Property was subject to a security interest when brought into this state. <input type="checkbox"/> This is a copy of a financing statement filed in another county. <input type="checkbox"/> Property is proceeds of property described above which is subject to a perfected security interest. </div> <div style="width: 48%;"> <input type="checkbox"/> Property was subject to a security interest when Debtor's location was changed to this state. <input type="checkbox"/> The Collateral was acquired after a change of name, identity or corporate structure of the Debtor. </div> </div>		
X <u>Peter M. Walter</u> Peter M. Walter <small>DEBTORS' SIGNATURES</small>	HARVARD BANK BY: <u>James W. Howard</u> <small>REPRESENTING SECURED PARTIES OR ASSIGNEE</small> <u>James W. Howard, Exec. VP</u>	
UCC-1 — FINANCING STATEMENT		

FILING OFFICER COPY — ALPHABETICA

"I, the undersigned notary public, hereby certify that this is a true and exact copy of the original document."

My commission expires

3-19-89